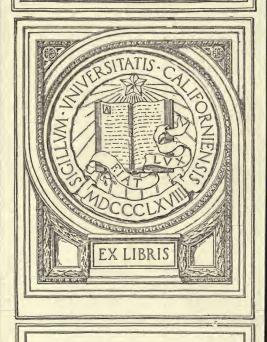
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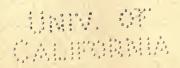


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R. A. O. A. OVERCHARGE AND AGENCY RELIEF CLAIM RULES

(May, 1920, Issue)

RAILWAY ACCOUNTING OFFICERS ASSOCIATION
1116 WOODWARD BUILDING
WASHINGTON, D. C.



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RAILWAY ACCOUNTING OFFICERS ASSOCIATION OVERCHARGE AND AGENCY RELIEF CLAIM RULES Arbitration and Appeal Committees

ARBITRATION COMMITTEE

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> R. V. Onslow Northern Pac. Ry. St. Paul, Minn.

> > (One vacancy.)

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E. R. Woodson, Secretary 1116 Woodward Building Washington, D. C.

R. A. O. A. Overcharge and Agency Relief Claim Rules

The following rules, relating to overcharge and agency relief claims, are mandatory and binding upon carriers operating in North America that are members of the Railway Accounting Officers Association:

RAILWAY ACCOUNTING OFFICERS ASSOCIATION RULES GOVERNING THE HANDLING OF OVERCHARGE AND AGENCY RELIEF CLAIMS.

APPLICATION

A-1. These rules and definitions shall apply in the settlement of all interline claims between carriers arising from overcharges in connection with transportation and delivery of freight, except,

(a) When in conflict with any Federal or State law or any ruling or order of any regulating body

exercising lawful authority.

(b) On claims which carriers may have settled or declined prior to becoming members of the Association, or which members of the Association may have declined to interested carriers before such carriers became members of the Association, provided that this restriction will not apply to carriers that become members of the Association up to the time of the formal adoption of this rule by the Association.

DEFINITIONS,

Wherever used in these rules, the meaning of the following terms shall be as set forth herein, unless otherwise specifically stated:

- D-1. "Carrier:" Any common carrier, including railroad, steamship (all rail or rail and water), transfer or other transportation company.
- D-2. "Initial Carrier:" The carrier receiving freight from consignor at original shipping point.
- D-3. "Delivering Carrier:" The carrier delivering freight to connecting carrier at junction point.
- D-4. "Receiving Carrier:" The carrier receiving freight from connecting carrier at junction point.
- D-5. "Destination Carrier:" The carrier delivering freight to consignee at destination.
- D-6. "Switching Carrier:" A carrier whose service in connection with a given shipment is confined to the handling of the car containing such shipment between connecting carriers, or between a connecting carrier and an industry, private siding or public yard, the service so performed being entirely within a recognized switching district.
- D-7. "Paying Carrier:" The carrier paying claim to claimant.
- D-8. "Contributory Negligence:" Want of diligence in any degree, in the use of means to remedy an error made by any other carrier.
- D-9. "Initial Point:" The original shipping point, where freight is received from consignor.
- D-10. "Junction Point:" Any point where two carriers interchange freight. (This includes any transfer point at such junction point.)
- D-11. "Mileage:" The mileage of the carriers as given in the "Official Guide" published by the National Railway Publication Company of New York.
- D-12. "Astray Freight:" Less than carload freight which is marked for destination and which has become separated from the regular revenue waybill.
- D-13. "Unsettled Claims:" Claims unsettled as between carriers irrespective of date, but subject to Rule A-1-B.

- D-14. "Legal Liability:" The term "legal liability" shall be construed as that fixed by statutory laws, conditions of bills of lading, tariff or classification provisions lawfully applicable, and in case of doubt the advice of counsel of claimant carrier.
- D-15. "Uncollectible Deficit:" The net amount remaining after deducting the amount realized from sale of freight from aggregate amount of lawful charges (including storage, demurrage, and accessorial charges) assessed against a shipment when the shipper, consignee, or owner of the goods from whom the amount is due is shown to be judgment proof, insolvent, or cannot be located, or when counsel representing carrier charged with the responsibility for collection renders an opinion in writing that the facts of record make it inadvisable to attempt to force collection through court proceedings.
- D-16. "Insolvent Carrier:" Any carrier declared by counsel for settling carrier, in writing, to be judgment proof.

MISCELLANEOUS RULES AND RECOMMENDATIONS

- M-1. Cash-Transmitting. Carrier sending money to another carrier does so entirely at its own risk.
- M-2. Claim Correspondence. It will not be permissible to allow claim correspondence to pass into possession of consignors, consignees, or claimants.
- M-3. Overcharges on Interline Billing should, so far as practicable, be settled through agents' accounts, and adjustments made through interline freight correction accounts.
- M-4. Receipts for claim payments should be so worded as to cover the liability of all carriers participating in the haul.
- M-5. Uniform Blanks. Agents should be provided with standard forms for presentation of overcharge claims (R. A. O. A. Standard Form No. 300) as provided for in rule No. 1, also forms for furnishing statement of billing on claims.
- M-6. Uniform Blanks. Statements of billing, exception reports, etc., should not be wider than 8½ inches.
- M-7. Demurrage or Storage refunded under legal liability or when uncollectible owing to negligence in trans-

portation, shall be charged to liable carrier or carriers in the event the carrier assessing such charges will not voluntarily waive the same.

RULES

- (1) Presentation of Claims. Carriers should require claimants to present overcharge claims on the standard form approved by the Interstate Commerce Commission, (R. A. O. A. Standard Form No. 300) to either initial or destination carrier, in accordance with established practices, for investigation and settlement. When claims are presented to intermediate carriers they shall be sent to destination carriers for settlement and claimant so informed, except claims in connection with transit arrangements, which shall be handled by the carriers granting such privileges. The initial or destination carrier to which a claim is presented or the destination carrier to which a claim is transmitted by an intermediate carrier or the carrier giving transit privilege to which a claim is presented or transmitted by other carriers shall investigate and settle in accordance with these rules.
- (2) When Documents Missing. The absence of the documents required by the standard form for presentation of overcharge claims, shall be explained on a memorandum to be attached to the papers pertaining to the claim under consideration; and, further, when the original paid freight bill or bill of lading if required, does not accompany aforesaid papers the carrier investigating and paying the claim shall indemnify other carriers against loss due to payment of duplicate claim supported by such original documents.

ARRANGEMENT OF CLAIM PAPERS

- (3) Wrappers. Carrier against which claim is made shall place its claim back on papers, which shall not be detached nor covered with other claim backs or papers, nor shall any writing or stamp thereon of said carrier be interfered with, in any way, by any other carrier.
- (4) Order of Papers. All investigation shall read upward from claim back in order of date:
 - (a) No notation shall be made on back of papers;(b) No notation or underlining of words shall be
 - made by one carrier on another carrier's papers;

- (c) Papers shall be fastened together by means of a paper fastener passing through entire file at upper left corner;
- (d) No paper shall be mutilated or taken off. If necessary for neatness, papers shall be folded in.
- (5) Carrier at Fault May Pay Direct. Carrier with which overcharge is located, but to which claim is not presented by claimant, may pay claimant direct, so notifying carrier to which claimant presented claim.
- (6) Unauthorized Rate. Claim for alleged overcharge, when supported by bill of lading or shipping receipt naming a rate which is not a lawfully published tariff rate, shall be referred to the carrier whose agent made such unauthorized contract.
- (7) Overcharge Caused by Erroneous Rate. Claim for overcharge due to error in rate shall, when supported by the necessary evidence and by specific reference to published tariff lawfully applicable and in effect at the time of shipment, be investigated and promptly settled.
- (8) Overcharge in Weight. Claim for overcharge in weight when supported by necessary evidence shall be investigated and settled on the basis of actual weight, subject, however, to the prescribed minimum, estimated weight, or any other condition of the tariffs, or classification applicable. In case of dispute regarding weight in connection with a shipment reweighed at destination according to the rules and regulations of the carriers interested, the actual weight, ascertained by the destination carrier, or such scale or railway association weight as may be approved by the destination carrier, shall The purpose of this rule is to provide a basis whereby the destination weights properly ascertained will be given the consideration warranted by experience and by the circumstances in each case, and to provide a practical method of facilitating the adjustment of claims for overcharge in weight where there is a dispute or some doubt as to which of two or more weights is the correct weight. This rule will apply on all unsettled claims.
- (9) Overcharge Caused by Erroneous Classification. Claim for overcharge due to error in classification shall be investigated and settled when supported by bill of lading or shipping receipt, specific reference to the tariff or classification lawfully applicable, original or a certified

copy of invoice or delivering agent's certificate in lieu thereof, and by other necessary evidence.

- (10) Evidence of Collection. The carrier investigating and settling a claim on account of overcharge, may accept, as evidence of the amount collected, the original paid freight bill, or original bill of lading showing amount of prepayment and bearing receipt for payment.
- (11) Papers to Bear Evidence of Payment. When payment of claim is made before interline investigation, evidence of such payment shall be clearly shown on bill of lading or shipping receipt, paid freight bill, bill of claimant, or invoice in the claim papers.
- (12) Direct Investigation. The investigating carrier shall communicate directly with agents or other proper representatives of interested carriers whenever practicable and whenever railway mail service cannot be used, return postage shall be enclosed. Inquiries should be addressed to accounting officer in charge of claims of the interested carriers after failure to obtain information from the agents or other proper representatives or when necessary from the nature of the inquiry. When the agent or other proper representative of another carrier fails to furnish the specific information requested or to explain why he cannot do so within 20 days from date of inquiry, copy of the inquiry with request for reply, shall be sent by express, registered mail or messenger, to the proper accounting officer of the delinquent carrier. When answer is not received within 30 days to such request, or to a direct inquiry to the proper accounting officer regarding a paid claim, the carrier investigating and settling the claim may charge full amount of claim to the delinquent carrier, or if there are two or more delinquent carriers, then to the delinquent carrier nearest the investigating and settling carrier in direction of destination and shall forward all papers relating to the claims to such delinquent carrier who shall take the place of settling carrier and make further investigation and distribution of the amount of the claim.
- (13) Statement of Overcharge. The carrier investigating and settling an overcharge claim shall attach to the claim papers a statement showing how the overcharge is arrived at, with full reference to the I. C. C. tariffs and the amount due from each carrier interested. The rates and divisions and basis for claim shall be verified as far

as practicable before being sent by the carrier so investigating and settling to the other interested carriers.

(14) Express Charges. Any carrier forwarding papers

by express shall prepay express charges.

(15) Relief of Agent's Account. When an agent collects from consignee the correct amount of freight and charges, and the same is less than the amount debited to his station account, and adjustment cannot be effected through interline correction account, he shall file claim for relief, which shall be investigated and apportioned between interested carriers; see Rules 19 and 30.

ACKNOWLEDGMENT OF CLAIM PAPERS WHEN PASSED BETWEEN CARRIERS

(16) Acknowledging Receipt of Claims. When a claim, except arbitrary debit under Rule 38, is received the first time from another carrier, it shall at once be acknowledged to carrier from which received, and such acknowledgment shall quote sending and receiving carrier's claim numbers. Carriers shall quote each other's claim numbers in all claim correspondence, mail or telegraph.

APPORTIONMENT OF CLAIMS FOR OVERCHARGE

(17) Overcharge in Rate, Weight, or Classification. Claim for overcharge on account of error in rate, error in weight or error in classification, when investigated and settled in accordance with the provisions contained in Rules 6, 7, 8 and 9, shall be charged to the carrier at fault. If more than one carrier is involved, the amount of the claim shall be apportioned on the basis of the agreed divisions, and all interested carriers shall be obligated to pay their proportions of the amount paid in settlement of the claim.

(18) Overcharge Caused by Misrouting. Claim for overcharge resulting from improper routing due to error of an agent or other employee, shall be borne by the carrier employing the person at fault. The minimum debit Rule 42 shall not apply in such cases. This rule will apply on all unsettled claims. See I. C. C. Conference Rulings Nos. 214, 286 and 474, or subsequent amendments

thereto.

(19) Overcharge Caused by Waybilling Freight to Erroneous Destination, Unloading Short of, or Carrying

Beyond Correct Destination or Stop-off Point. Claim for overcharge, resulting from error or oversight of an agent or employee, by which the shipment is billed to an erroneous destination, or is unloaded short of destination, or is carried beyond correct destination or stop-off point, shall be borne by the carrier whose agent or employee committed the error, except that when contributory negligence by other carrier or carriers is shown, the claim shall be divided equally between the carriers at fault. The carrier or carriers performing the service shall accept proportion of the through or combination rate from point of origin to erroneous destination, based on established divisions, or, in the absence of same, revenue shall be divided on basis of mileage. For the movement from the erroneous to the correct destination, charges shall be assessed on the local, through, or combination rates, as per lawfully published tariffs. Carrier or carriers receiving revenue for two hauls on such shipments, shall refund revenue (based on established divisions, or mileage basis, in absence of same) on the return haul to the point at which shipment is placed in its proper route to correct destination, regardless of the route which carrier may select for the return movement. This rule will apply on all unsettled claims. See I. C. C. Conference Ruling 217, or subsequent amendments thereto.

(20) Question of Veracity. When question affecting settlement of an overcharge claim between two or more carriers becomes one of veracity between employees of carriers, the claim, or such portion thereof as depends upon the question in dispute, shall be divided equally between such carriers. Changes made in car numbers, car initials or routing on telephone instructions will not be accepted as evidence in the settlement of dispute involving veracity unless confirmed in writing.

(21) Terminal Charges. Terminal charges shall not be included in the amount of revenue used as a basis for

apportionment of an overcharge claim.

(22) Disputed Divisions. When a legal rate is protected by a carrier and it is unable to reclaim from its connections, because of disputed divisions the paying carrier shall be relieved of the burden of adjusting the difference between the carriers in interest to the extent and effect as follows:

(a) When the rate protected is a through rate, the carrier that issued the bill of lading shall accept

debit from the paying carrier for the amount of the overcharge which the latter is unable to reclaim on account of the dispute as to the divisions, and shall assume the responsibility of adjusting the difference

between the carriers in interest.

(b) When the rate protected is constructed by combining two or more rates, one or more of them being joint rates, the first carrier (in the direction from origin to destination) which is party to a joint rate the divisions of which are in dispute, shall accept debit from the paying carrier for the amount of the overcharge which the latter is unable to reclaim because of dispute as to the divisions of that rate and shall assume the responsibility of adjusting the difference between carriers in interest. This rule will apply on all unsettled claims.

(23) Erroneous Rate Quotation. When a carrier in process of the investigation of an overcharge claim requests another carrier to quote a rate between local points on its line, and pays the claim on basis of that quotation, the carrier making the quotation must honor the bill of the paying carrier on the basis quoted, and in case it is found that the quotation was erroneous, must assume the expense of collecting back the amount necessary to place its charges on a legal tariff basis. This rule will apply on all unsettled claims.

INVESTIGATION AND APPORTIONMENT OF CLAIMS FOR OVER-CHARGE ON COAL AND COKE

(24) Located Overcharge on Coal or Coke. Claims for overcharge on coal or coke, where such overcharge is located with a particular carrier or carriers, shall be charged to the carrier or carriers upon which the overcharge is located.

(A) Unlocated Overcharge on Coal or Coke. Claims for ascertained overcharge on coal or coke, which overcharge is not located, shall be prorated on revenue, on basis of record weights to point where overcharge is discovered subject to paragraph B.

(B) Variation of Scale Weights. Claims presented for overcharge on coal or coke where the only evidence of such overcharge is the variation in scale weights, shall be subjected to the following investigation:

First:

An ascertainment of the conditions and practices at each scale used as follows:

(1) Type of scale and capacity.(2) Character of installation.

(3) Standard of maintenance.

(4) Frequency of testing.(5) Methods of weighing.

- (6) Was scale on which weight in question was obtained maintained, tested, and operated in accordance with the track scale specifications approved by the American Railroad Association?
 - (7) Scale conditions as outlined in paragraph first 1 to 6.

(8) Type of car, i. e., box, gondola, solid bottom,

drop bottom, or steel hopper.

(9) Were weights affected, either immediately before or immediately after weighing, by rain or snow?

(10) Was car reconsigned en route?

(11) Obtain official record of the last four tests of scale immediately preceding movement of shipment, including amount each section of scale was inaccurate in each test, and the time within which such four tests were made.

(12) Did the reweighing include a third weighing as required by American Railroad Association Rules?

(C) Scale Shown by Investigation to be Most Accurate Must be Given Preference. In event scale at destination or intermediate point is shown by this investigation to have produced the more nearly correct weight, claims for overcharge shall be prorated on revenue among carriers participating in the overcharge, subject to tolerances, evaporation allowances, and minimum weights, as provided in governing tariffs.

(D) In the event scale at initial point is shown by this investigation to have produced the more nearly correct weight, the claim shall not be prorated,

except by authority of the initial carrier.

(25) Disputed Claims to be Submitted to Counsel. If any carrier should refuse to participate in the payment of such claims on the basis of revenue and record scale weights, the same shall be submitted by the investigating carrier to its counsel, and if such counsel should rule that

suit if instituted thereon cannot be successfully defended. the papers shall be returned to the carrier or carriers that have refused to participate in the payment thereof, and in the event it or they shall still refuse to participate in the payment of such claim, and at the same time be unwilling to defend suit, if brought, such suit shall be defended by the carrier against which suit is brought, and if judgment is secured the carrier or carriers refusing to participate shall be charged not only with their prorata portion of the original claim, but in addition thereto with court costs and counsel fees, and also with any statutory penalty that may be assessed in said suit, provided it appears that the refusal of such carrier or carriers to participate in such claim resulted in said penalty being imposed. This rule will apply regardless of the amount of claims, subject, however, to minimum debit rule No. 42.

(26) Claim Papers to be Submitted to All Interested Carriers Before Payment Not Subject to Arbitrary Debit. Claims for overcharge due to error in weight on coal or coke will not be subject to arbitrary debits, but shall, before payment, be presented to all carriers participating

in the haul.

COLLECTION OF GUARANTEED CHARGES

(27) Guaranteed Charges. When charges are guaranteed, guaranteeing carrier shall be responsible for such charges when the destination carrier, having used reasonable precautions in effecting delivery, is unable to collect; provided, that request of protection of guarantee shall be made within sixty days after arrival of freight through connections or direct. In the case of perishable freight, if destination carrier cannot deliver and collect charges, guaranteeing carrier shall at once be asked direct or through waybilling station for disposition of freight, which shall be held, when practicable, for such advice. When freight is refused for loss or damage located with carrier, guarantee shall be void. Provisions with respect to minimum debits (Rule 42) shall not apply to this rule.

DISPOSITION OF DEFICITS ARISING FROM UNCOLLECTIBLE FREIGHT CHARGES

(28) Sale of Unclaimed or Refused Freight for Charges. Uncollectible deficits in charges against freight

which is unclaimed or refused when the result of negligence of one or more carriers in the line shall be charged to the carrier or carriers at fault under appropriate rule. When not the result of negligence of the carriers, the deficit shall be prorated on revenue by all carriers interested. Terminal transportation charges, demurrage, storage, and transportation arbitraries shall be included in determining revenue of carriers; provided, however, that freight which accumulates in warehouses and is periodically sold shall be disposed of without reference to other carriers and any loss in charges on such freight shall be borne by the carrier selling.

The provisions of this rule shall also apply when the destination carrier takes the unclaimed or refused freight for company's use. The distribution statement of claim covering any uncollectible amount prorated under this rule must bear affirmative declaration of carrier making distribution that the amount is uncollectible by reason

of conditions set forth in Rule D-15.

(29) Charges on Freight Sent Elsewhere for Sale. If necessary to forward carload freight to another point to be sold, the carrier performing such service is entitled to the tariff rate and charges lawfully applicable thereto; and in determining the total uncollectible deficit to be prorated; the carrier is entitled to include the amount so charged.

(30) Showing Miscellaneous Advances on Waybills. Where there are charges such as demurrage, switching, duty, and entry fees, or any other charges that are in addition to the rate, it is the duty of each carrier to show such charges in detail and separately from the regular revenue, and the agent's failure to do so will make his company responsible for the non-collection of same when uncollectible within the rulings of the Interstate Commerce Commission (See Ruling M-7).

(31) Destination Carrier Responsible for Collection of Correct Charges. While accepting the principle that the destination carrier shall assume the duty of collecting all tariff charges, this will not relieve the initial or intermediate carriers from responsibility for their errors that are impossible of detection by the destination carrier. While recognizing the difficulty of enumerating all of the various classes of undercharges, the following are some of the losses which should not be borne by the destination

carrier:

(a) Miscellaneous charges for switching, demurrage, storage, icing or feeding, detention or stop-off charges, etc., omitted from billing and not a part of or included in the through rate.

(b) Undercharges due to error in rates published in tariffs to which destination carrier is not a party.

(c) Undercharges due to failure to collect tariff charges on shipments destined to prepaid or non-agency stations.

(d) Undercharges due to the insertion of incorrect rates in export bills of lading issued by initial

or intermediate carrier.

(e) Charges waybilled as prepaid, subsequently charged by correction to collect.

(f) Demurrage charges, etc., accruing at point of

origin and not noted on bills of lading.

(g) Undercharges due to failure of weighing carrier to state correct gross carload weight on waybills when charges are collectible on track scale or

shippers' agreement weights.

(32) Destination Carrier to Receive Assistance From Other Carriers in Collecting or Refunding. Destination carrier shall receive all possible assistance from initial or intermediate carriers in its efforts to make collections or refunds.

(33) Disposition of Amounts Not Chargeable to Destination Carrier. The destination carrier, shall, in the interest of all concerned, use all diligence to determine and collect the correct charges and shall make a demand in writing on the consignee or consignor, or both, if necessary, for charges which are uncollected, owing to error of another carrier and which are undiscoverable by the destination carrier.

After two unanswered demands in writing for payment, or after a direct refusal of the debtor to pay, the carrier in error shall without further action on the part of the destination carrier, accept debit for the uncollected tariff charges or shall authorize the destination carrier at the expense and for the account of the carrier in error,

to bring suit for the recovery of these charges.

GUARANTEEING ADDITIONAL PREPAYMENT OF FREIGHT AT JUNCTION POINTS

(34) Shipments Destined to Agency Stations Requiring Prepayment. When freight destined to an agency sta-

tion upon which charges should be fully prepaid or guaranteed, in accordance with tariff, is tendered connecting carrier and it develops that such prepaid charges are insufficient to carry shipment to destination, the carrier tendering shall authorize its junction agent to guarantee to the connecting carrier a sufficient amount to carry the shipment to destination. Delivery to a connection of such a shipment for an agency station constitutes a guarantee to the receiving carrier of a sufficient amount to transport the shipment to destination, a specific guarantee on the billing not being required for each case. The destination agent shall exercise due diligence and employ all means at his command to collect amount due from consignee; but if unable to do so, the deficit shall be adjusted on its merits, the minimum debit rule No. 42 not to apply in such cases. The receiving carrier, however, should not return such shipments to the delivering carrier for additional prepayment.

The provisions of this rule shall not apply to additional prepayment covering extra weight on freight resulting from weighing in transit and found to exceed the weight as originally billed, or to freight inspected resulting in

increased rating and charges.

When a shipment destined to Non-agency Stations. When a shipment destined to a non-agency station is billed collect or insufficiently prepaid, it shall be accepted from connecting carrier and forwarded to destination. The destination carrier shall make reasonable effort to collect the amount due, but if unsuccessful, may upon its statement that it is unable to collect, correct the waybill to read fully "Prepaid" if the shipment is waybilled through from point of origin to destination. When rebilled enroute the final adjustment shall be made through claim channels, the minimum debit Rule No. 42 not to apply in such cases. In either case the adjustment made shall maintain the integrity of the lawful rate. When re-billed en route, settlements under this rule shall be made under Rule No. 38, all papers to accompany debit.

FORWARDING SHIPMENTS BILLED SHORT OF DESTINATION

(36) Shipments Waybilled Short of Destination. When a shipment has been billed in error to a point short of the proper destination, such shipment shall be forwarded and charges collected at the lawful tariff rate from point of

origin to correct destination applicable via the route shipment moved.

FAILURE TO OBSERVE INSTRUCTIONS FOR DIVERSION

(37) Failure to Accomplish Diversion. When in accordance with the conditions of the tariffs lawfully applicable, a carrier is requested to divert a shipment, and, through negligence or error of a carrier the diversion is not accomplished, the carrier responsible for the negligence or error shall be wholly responsible for any lawful overcharge resulting, subject to Rule 19. This rule will apply on all unsettled claims.

INTERLINE SETTLEMENT AFTER INVESTIGATION AND PAYMENT

- (38) Distribution Statements. When the investigation in connection with a claim is complete and the responsibility therefor is located, the carrier by which the claim has been investigated shall apportion the amount in accordance with the foregoing rules. Such carrier shall also prepare and forward to each interested carrier a distribution statement for each claim, showing billing reference over all interested carriers, claim numbers when known, the amount charged to each, the route over which shipment moved, and when necessary the through rate and divisions via such route and tariff authority, with I. C. C. numbers. Provided that no carrier shall be penalized for any overcharge, unless it has been given the opportunity to develop the fact pertaining thereto prior to the time prescribed by the Interstate Commerce Commission for the destruction of records. This rule will apply on all unsettled claims.
- (39) Disposition of Papers. When the amount of any claim is divisible between carriers and does not exceed \$20.00, the claim papers shall be retained by the settling carrier, except claims coming under Rule 50. When the total amount paid is not proratable or is more than \$20.00, and only one other carrier is interested, statement and claim papers shall be sent to it, but if two or more other carriers are interested original statement and claim papers shall be sent to the carrier most distant, and a copy of the statement showing disposition of claim papers, to each other carrier interested.

Non-members. When paying carrier is an intermediate carrier, claim papers shall be sent to last interested carrier in the direction of destination. When a non-member carrier is interested in any unsettled claim, settling carrier may charge out to members their proper proportions under the rules, retaining papers with which to negotiate with the non-member as to settlement of its proportion. Any interested carrier shall have the right to obtain papers from carrier with which they are filed. See Rule 49.

(40) Recharge of Disputed Amounts. When amount charged in accordance with Rule No. 38 is for any valid reason unsatisfactory, to debited carrier, it may be recharged to paying carrier on monthly statement within one year from date of statement in which charge is included, except that when charge is made under Rule 12, the delinquent carrier shall not have the privilege of recharging without authority. No recharge shall exceed the original amount charged, nor shall any correction be required for less than One Dollar (\$1.00).

No recharge shall be made except over personal signature of the claim officer, or when authority for other signature is stamped on recharge statement. The objecting carrier shall notify all interested carriers and shall not again be charged until it so authorizes or claim is arbitrated. Nothing in this rule shall make it obligatory upon any carrier to accept a distribution statement covering any claim in which investigation does not clearly show that such carrier handled the shipment, or to accept a draft covering such distribution statement. This applies on all unsettled claims.

- (41) Claims less than \$1.00. Claims for less than one dollar shall not be consolidated to make an amount over the minimum (one dollar), but shall be paid and absorbed by the settling carrier; provided shipment moved over its lines, but agents may include in one monthly claim for relief any number of shipments originating on the same road and traveling via the same route.
- (42) Minimum Debits. No charge shall be made by the carrier settling the claim against another carrier when the entire proportion beyond the settling carrier is less than \$1.00, except as provided in Rules-18 (overcharge due to misrouting through error of carrier), 27 (collection of guaranteed charges), 34 and 35 (adjustment of charges on freight insufficiently prepaid).

(a) When a non-member line is involved, minimum debit rule shall apply between member lines.

(b) In computing minimum a fraction of one-half

cent or over shall be regarded as one cent.

(c) When authority is given on the claim papers, the following will govern as to the minimum (subject to the exceptions stated in this Rule), paying carrier being considered as the first carrier.

(d) When two carriers are involved, the second carrier shall not issue authority for any amount less

than one dollar.

- (e) When three or more carriers are involved, intermediate carrier shall issue its authority for any amount less than one dollar when the entire proportion of succeeding carrier or carriers is one dollar or more.
- (f) When last carrier's proportion is less than one dollar, next preceding intermediate carrier shall issue authority for its own proportion and that of the last carrier if the two aggregate one dollar or more.

(43) Correction Minimum. No correction shall be required in a bill rendered or authority issued for any clerical error less than one dollar (\$1.00).

- (44) First Carrier Beyond Gateway or Rate Prorating Point to Give Divisions of Revenue for Overcharge Claims. When an overcharge is clearly located with a group of two or more connecting carriers beyond a common gateway, crossing, or rate-breaking point, it shall be the duty of the first carrier beyond the gateway to furnish the paying carrier a statement which will clearly set forth the correct divisions to be applied and the proportions that were allowed the interested carriers in interline settlement, and unless such information is furnished within 60 days, the entire amount of such group proportion shall be charged to the said first carrier. It shall also be the duty of the first member carrier beyond the gateway or rate-breaking point to furnish, upon request, rates and divisions with I. C. C. tariff authority therefor, to or from the rate breaking point when tariffs are not in the possession of the road against which claim is presented, such request to show junctions via which shipment moved.
- (a) Claims for relief of charges on freight short at junctions, as specifically provided for in Rule 50, shall be handled in accordance with that rule.

- (45) Honoring Authorities Granted. When authority has been granted on the strength of which money has been paid which would not otherwise have been paid, such authority shall be honored and no repudiation shall be allowed; but when authority is simply a clerical error and no loss has resulted therefrom, it shall be susceptible of correction.
- (46) *Insolvent Carriers*. Should any carrier be insolvent, uncollectible amount due from it shall be assumed by other carriers handling shipment.
 - (a) If full amount is due from insolvent carrier it shall be prorated between all other carriers handling shipment on revenue basis.
 - (b) Where two or more carriers are liable, insolvent carrier's proportion shall be prorated between them, using their proportions of claim as factors.
 - (c) Provided each participating carrier shall furnish by its proper officer a certified statement of account with insolvent carrier showing no credit available for offset.
- (47) Disposition of Undercharges Discovered. All undercharges occurring through errors in the original divisions of revenue which are discovered in handling overcharge claims shall be credited to the carriers to which they belong in the final apportionment; provided the amount is in excess of the debit minimum (Rule No. 42).

STATEMENT OF AMOUNTS DUE AND PAYABLE BY DRAFT

(48) Statements of Amounts Due. On or before the 10th of each month (or weekly by special agreement, if necessary to avoid a large accumulation), the paying carrier should render a statement on R. A. O. A. form of amounts due from each debtor carrier with claim papers, when necessary, and as provided in Rule 38, and distribution statements, to the proper officers by prepaid express, postal mail or messenger. Draft may be made by the creditor carrier on or after the 10th of the succeeding month for totals of statements, or, on agreement between carriers in interest, drafts may be made for the balances, which drafts shall be paid by the debtor carrier upon presentation.

(49) Return of Claim Papers to Paying Carrier for File. When claim papers are forwarded to another carrier with bill for its authorized proportion or as provided in Rule 38, they shall be returned to the settling carrier as promptly as possible, and in any event within one year from date of rendition of bill or date of abstract of distribution. Return of the papers shall be made to the officer in charge of claims of the paying carrier unless instructions to the contrary are attached to the papers.

Any penalty incurred by the paying carrier for failure to have in its file papers supporting a claim after the time specified shall be with the carrier which has failed to return such papers to the paying carrier, as provided in this rule. This rule will not apply to claims charged out

under Rule 50.

(50) Relief of Charges on Short Freight. When freight checks short at junction point, intermediate point or destination, the carrier delivering the waybill on which freight is short shall, on demand, refund the full amount of revenue that accrued up to junction point if freight does not reach destination within sixty days. No investigation further than the development of the above record shall be necessary. This is to apply to either junction or audit office settlements and on all unsettled claims (D-13); subject, however, to a minimum charge of one dollar. When two or more carriers are involved, the principle of distribution outlined in Rule 42 shall govern.

When both the original waybill and the shipment are short at destination (the destination carrier having reported the waybill as result of tracing by the billing carrier), and the shipment fails to reach destination within sixty days, no further investigation is necessary, but destination carrier may arbitrarily charge its next connection the total amount of charge up to junction point, as provided in first paragraph of this rule, and each intermediate carrier may charge its next connection

in a like manner.

When the destination of short freight is a station on the line of two or more carriers, the agent of the carrier via which the shipment is routed, which holds the waybill, shall advise the agent of the other carriers of the shortage, giving a description of the freight. The agents should carefully examine their records and warehouses, and if located, the freight or charges collected, as the case may be, shall be promptly surrendered to the carrier. holding the waybill. Provided, however, that when a carrier transports a single shipment of less than carload astray freight, weighing five thousand pounds or more, or a car containing LCL astray freight, weighing five thousand pounds or more, the carrier holding the waybills shall turn them over to the carrier performing the service.

LOADED CARS HANDLED AS EMPTY

(51) Loaded Cars Handled as Empty. When a carrier delivers to another carrier a car accompanied by an empty car ticket, running slip, or card waybill, or with advice that the car is empty, the receiving carrier and subsequent carriers are warranted in handling the car as an empty. Carrier handling loaded car as an empty is entitled to revenue on one-way haul. See Rule 19.

OBTAINING INFORMATION IN CONNECTION WITH RATES

(52) Obtaining Information in Connection with Rates. When, in investigating overcharge claims, it is necessary to obtain rates from other carriers communications shall, in all cases, be addressed to the accounting officer handling overcharge claims, who shall be responsible for the furnishing of such information.

VOTING POWERS AND PROCEDURE FOR CHANGING RULES

(101) Voting Powers. The voting powers on questions relating to overcharge and agency relief claims shall be restricted to members who are in general or direct charge of such claims, and only one vote shall be allowed each member line, provided that this rule shall not be construed as permitting any individual member to cast more than one vote.

(102) Membership on Arbitration and Appeal Committees. Only members of the Association who are directly in charge of overcharge and agency relief claims shall be eligible for membership on the Arbitration and Appeal Committees.

(103) Procedure for Changing Rules. Any member of the Association handling claims may take up with the President of the Association the question of altering or amending these rules. Such communications to be referred to the Committee on Overcharge and Agency Relief Claim Rules, consisting of seven members, for consideration, and published in the Agenda. By a majority vote of the members eligible to vote on claim matters, these rules may be amended or altered at any annual meeting of the Association, such changes to be effective 90 days from date of adoption, provided that the Association by three-fourths vote of members eligible to vote on claim matters, may make any alteration or amend-

ment to these rules effective at once.

(104) Penalty for refusing to Comply with Rules, Decisions, etc. Whenever any member of the Association declines to comply with any of its requirements or rules relating to the handling of claims, or declines to abide by decisions of the arbitration and appeal committees, as provided herein, such circumstance shall be reported to the President of the Association, and if he and the two Vice Presidents shall decide by a majority vote, from the written evidence submitted, that the member is guilty of the offense charged, he and the carrier he represents shall be deprived of the privileges of the Association as relating to claims. A member so suspended shall have the privilege of bringing the matter before the Association at its annual meeting and his reinstatement will be ordered by the President, if favored by a two-thirds vote of members eligible to vote on claim matters at such annual meeting.

ARBITRATION AND APPEAL COMMITTEES

(105) Arbitration and Appeal Committees. The Association shall provide for two additional committees, each composed of three members directly in charge of overcharge claims, one to be known as the "Arbitration Com-

mittee," the other as the "Appeal Committee."

(106) Personnel of Committees. No two members of either arbitration committee or the appeal committee shall be selected from the same section of the country, but each of these committees shall be made up respectively of one member from eastern territory, one member from western territory, and one member from southern territory.

(107) Appointing Members to Appeal and Arbitration Committees. The President shall, within thirty (30) days after each annual meeting, appoint three (3) members each to the Appeal and Arbitration Committees. Such committees to serve until the next annual meeting of the Association. The personnel of both committees to be made up in accordance with the provisions of Rule 106.

(108) Substitute in Case of Interest. If any member of the Arbitration Committee, or Appeal Committee shall be interested in any question referred to their committee or shall, for any other reason be unable to serve, the President of the Association shall appoint disinterested members of the Association eligible as substitutes for those interested or unable to serve.

interested or unable to serve.

(a) When a member has acted as arbitrator on a claim, it shall disqualify him from acting as member of the Appeal Committee on same claim, and the President shall appoint a disinterested member of the Association eligible to serve in his place. In case the President is interested or unable to serve, the appointment of a disinterested member shall be made by the First Vice President. If the First Vice President be unable to serve for the same or any other reason, then the appointment shall be made by the Second Vice President.

(109) Vacancy, How Filled, etc. In the case of death, or inability from any cause which is provided for above, or failure or neglect to render award with reasonable promptness of any member of the Arbitration Committee or the Appeal Committee to act, the President shall have

the power to appoint another member.

(110) Term of Office and Completing Work of Arbitration and Appeal Committees. These committees shall hold office for one year. At the close of each official year the Arbitration and Appeal Committees shall have thirty days in addition to its regular term of service of one year in which to complete the arbitration of such claims as have been submitted to it by the Secretary prior to the annual meeting.

Each member of the Arbitration and Appeal Committees shall have not to exceed ten days of such thirty days in which to make his awards on such claims.

ARBITRATION COMMITTEE

(111) Duties of Arbitration Committee. This commitshall consider and act upon such claims as may be referred to it in the manner hereinafter provided, and the decision of the majority of the committee shall be binding upon the parties involved, except that they shall have the right of appeal to the Appeal Committee, as provided by Rule 202.

(112) Arbitration Committee No Equity Powers. The Arbitration Committee shall have no equity powers, but shall decide upon the evidence contained in the papers, in accordance with the rules in effect when brief is prepared by the carrier submitting claim for arbitration in accordance with the rules or rulings in effect at time shipment moved, date of bill of lading shall govern, unless the time of taking effect shall otherwise be specially provided for in the rules or rulings.

(113) Rules Applied to be Specified in Awards. The arbitrators shall definitely refer to rule or section of rule under which their award is made, and the arbitrators joining in the majority award shall agree upon and give

their decision under the same rule.

(114) Equity Power When Allowed. The Arbitration Committee shall not apply a penalty to a rule which does not specifically provide a penalty, provided, however, that if all the parties interested consent thereto in writing, the Arbitration Committee may render an award upon an equity basis on claims covered, or not covered, by these rules.

(115) Awards to be Full and Explicit. In giving decisions, or awards, on claims, the arbitrators shall give decision on each and every question submitted, and such decision shall be explicit and consistent, so that it may

be carried out.

(116) No Cause of Action. When no cause of action lies under the rules, the Arbitration Committee shall so decide. In such cases the Ten Dollars Arbitration fee shall be charged to the carrier or carriers arbitrating claims without cause. From the decision so given by the Arbitration Committee, appeal may be taken to the Ap-

peal Committee under Rule 202.

(117) Claims Must Be Paid and Bear Evidence of Payment. All claims must be paid before they are submitted for arbitration, and must bear evidence of such payment. Evidence of payment shall consist of claimant's receipt, or definite statement of auditor, treasurer, or officer in charge of the department controlling such claims that payment has been made. Such evidence shall

be embraced in the arbitration statement of the paying carrier or attached to the claim next below that carrier's statement. The statement of relief of agent by an authorized officer of the accounting department shall be sufficient

evidence of payment.

(118) Paying Carrier to Submit. When the foregoing requirements have been complied with, the carrier paying the claim may submit it for arbitration, provided, however, that when any interested member carrier accepts charge from another, which investigation afterwards develops should not have been accepted, and the amount for any reason cannot be recharged or collected from liable carrier, then the carrier outstanding the amount shall have the right to submit the claim for arbitration in all respects as though it were the paying carrier.

(119) Statements to Be Submitted. A comprehensive statement, based upon the evidence in the papers shall be made, and the points upon which a decision is desired shall be definitely stated. This shall be done over the personal signature of the officer in charge of the claim department of the carrier presenting the claim for arbitration. This statement, and all papers, where initial carrier presents claim for arbitration, to move to the next carrier in the direction of destination, and where destination carrier presents claim for arbitration, to move to the next carrier in the direction of the initial carrier and each carrier in its turn shall present its statement in writing over the personal signature of the proper officer, and shall then send such statement and papers to the next carrier interested, provided that where the claim is presented for arbitration by an intermediate carrier, the statement and all papers to be sent to the initial carrier and by it in turn to the next carrier in the direction of destination, except where the next carrier may be the carrier presenting the claim for arbitration. in which case papers shall be sent direct to the next carrier beyond the carrier presenting claim for arbitration in the direction of destination. The carrier, when submitting papers to next connection, shall forward copy of letter accompanying papers to the carrier requesting

Numbering, Papers. Each paper included in the file to be numbered in the upper right corner by the carrier submitting claim for arbitration, commencing with Number One on the first paper at bottom of file.

(120) Communication Between Interested Carrier and Arbitrators Prohibited. No direct communication, oral. written or printed, shall be allowed between members interested in an arbitration before, during, or after such arbitration, and any member of the Arbitration Committee in connection with such arbitration, save and except as herein made and provided. Any necessary communication for a proper purpose shall be made through the Secretary, and when he is in doubt as to the propriety thereof, he shall refer the matter to the Presi-

dent and be guided by his decision.

(121) Preferred Attention Required. When papers are submitted as provided for above, they shall receive preferred attention in each claim office, thirty (30) days time being allowed each carrier in which to conduct additional investigation and to prepare brief and forward its argument and papers. When it develops that any interested carrier has failed to comply with the rules and requirements to make and attach its statement and forward the claim papers to the next interested carrier, or to the carrier asking for arbitration within thirty (30) days after receipt of claim papers, or where any carrier loses claim papers submitted to it for the purpose of arbitration, notice of such default shall be given by the carrier asking for arbitration to the delinquent carrier by registered mail, securing postal authority receipt therefor, which shall be forwarded by registered mail to the Secretary of the Association, together with carbon of letter transmitting notice.

The delinquent carrier, shall within thirty (30) days of receipt of such notice by him, send to the Secretary by registered mail a carbon of his letter forwarding the papers to an interested carrier, and if he fails to do so the Secretary of the Association shall, without further notice, adjudge the delinquent carrier in default of the full amount of claim, and the delinquent carrier, shall be required to pay the same forthwith to the carrier asking for arbitration. When the carrier so adjudged to pay the claim as hereinbefore provided, shall have duly paid the claim, all rights in the claim and all authorities given thereon shall fully pass to such carrier so adjudged. And it is further hereby provided that such adjudged carrier shall have the right to subsequently submit the claim to arbitration in the same manner and with the same rights

under the rules and rulings as originally were possessed

by the carrier who paid the claimant.

(122) Carrier Refusing to Submit Statement Not Released. In the event of any carrier refusing to present a statement of its case, such refusal must be made in writing over the personal signature of person in charge of claims, and the papers forwarded to the next carrier in interest within the specified time. But such refusal to present its statement or argument shall not release any carrier from its liability under the decision of a majority

of the Arbitration Committee.

(123) Papers Returned Through Interested Carriers. When all carriers interested have stated their case or refused to do so, the papers shall be returned by the last carrier through the interested carriers to the carrier requesting arbitration, which shall then forward the papers at once to the Secretary, first ascertaining that all rule requirements have been complied with, and that papers are in as neat a condition as possible, properly backed and otherwise arranged as provided by Rule 119. If subsequent to the attachment of the brief of any carrier, another carrier makes additional investigation or attaches copies of previous arbitration or appeal decisions, opinions, of counsel decisions or rulings of any lawfully constituted, administrative or judicial body, tariff publications or rules, contracts, agreements, or other matter not contained in the claim papers or quotes such matters in its brief and the new facts or authorities thus developed or cited purport to affect the liability of carriers whose briefs have already been submitted, then such carrier shall be entitled to further investigation, and one rebuttal only, and the right to see all rebuttals subsequently attached, but this rule shall not be construed as permitting further argument over citations, facts, or records, contained in the papers, and which each interested carrier has had an opportunity to present or defend.

(124) Methods of Forwarding Papers. All arbitration claims shall be forwarded between interested carriers by express, registered postal mail, or registered railroad mail. The carrier forwarding papers shall prepay all

necessary charges.

(125) Arbitration Fee. A fee of Ten Dollars shall be charged for arbitrating each claim, such fee to be advanced by the carrier asking arbitration, and must accompany papers to the Secretary of the Association.

(126) Arbitration Fund, How Disposed Of. All fees paid for arbitrating claims shall be kept by the Secretary of the Association as a separate fund, to be known as the "Arbitration Fund." One dollar of the fee for each claim arbitrated shall be credited to the general fund of the Association and at the end of the year \$3.00 for each claim arbitrated by them during their official year shall be paid to each member of the Arbitration Committee, provided that \$3.00 each on such claims as shall have been arbitrated by substitute members of the Arbitration Com-

mittee shall be paid to such substitutes.

(127) Procedure of Committee, etc. When the foregoing requirements have been complied with (as to which the Secretary of the Association shall be the judge), the Secretary shall attach his acknowledgment of the arbitration fee and forward the papers to a member of the Arbitration Committee, not the chairman, who shall render his award in the case, and forward the papers with his award to the other member of the Arbitration Committee, not the chairman, who shall render his award and forward his award and all papers to the chair-The chairman shall render his award and forward the award of the Arbitration Committee, together with all papers, to the Secretary, who shall return all the papers together with the award rendered by the Arbitration Committee to the carrier from whom he received them originally. Each member of the Arbitration Committee shall send to the Secretary a carbon of his letter of transmittal to the next member of the committee.

(128) Secretary to Notify Interested Carriers of Decisions. The Secretary shall notify each carrier interested the result of the decision of the Arbitration Committee. Should any carrier so interested question the decision rendered by the Arbitration Committee, that committee shall not be permitted to reopen or reconsider the case except in event of a clerical error, at to which the Secretary shall be the judge. Such dissatisfied carrier's recourse shall be to the Appeal Committee, as provided

in Rule 202.

(129) Paying Carrier to Charge Out Per Arbitration Decision. Upon receipt of papers with Arbitration Committee's award, the paying carrier may in conformity with such award, and in accordance with Rule 42 charge by arbitrary debit, regardless of amount, such carrier or carriers as have been penalized and who accept arbi-

trary debits under the plan outlined in Rule 42. The carrier or carriers penalized, who do not accept arbitrary debits, shall issue authority for their proportion within thirty (30) days after receipt of papers. The papers to be sent to the most distant carrier, to be passed in turn to its immediate connection within thirty days, and so on until they reach the paying carrier for file. Papers in all cases to be forwarded between interested carriers by express or registered postal mail. If paying carrier desires to appeal claim, it will be required to carry full amount, pending decision of the Appeal Committee.

(130) Procedure When Papers Are Lost After Arbitration Decision. When claim papers are lost after decision has been rendered and diligent search fails to find them, carrier or carriers decided against may be debited with their proportion on basis of Arbitration Committee's award without duplication of papers further than a copy of the award, unless one of the interested carriers desires to enter an appeal, in which case a duplicate set will be necessary and must be furnished by carrier losing

the papers.

(131) Procedure When the Arbitration Committee Fails to Reach Majority Award. When the Arbitration Committee fails to make a majority award, the chairman of the committee shall refer the papers back to the members of the committee to see if an agreement can be reached. If it cannot be so reached by the committee, then recourse shall be had to the Appeal Committee through the Secretary, in accordance with Rule 202, the appeal fee to be paid out of the general fund.

(132) Arbitration Fee, How Apportioned. The charge for arbitration shall be borne by the carrier or carriers against which the decision is given, and shall be apportioned by the Arbitration Committee (or Appeal Committee in case of appeal) at time decision is rendered, except that such carriers as have agreed in their brief to assume an amount equal to or in excess of that assessed them by the arbitrators, shall be exempt from participation in the fee. The receipt of the treasurer attached to the papers shall be deemed a sufficient voucher for the collection of such amount.

(133) When Traffic or Operating Agreements Involved. When submitting claims involving legitimate traffic or operating agreements, such agreements shall be quoted in the arguments presented and acknowledged or repu-

diated by the other carriers interested therein, and failure to repudiate shall be considered an acknowledgment. If said agreements are of such a nature that it is deemed improper or inadvisable by the parties to make them known to the committee, the claim must not be sent to the committee, but should be referred to and settled by the officers of the carriers parties to such agreements, unless all parties consent to waive said agreements and allow the claim to be arbitrated under the rules of the Association, which waiver shall be duly recorded in the argument of each carrier.

(134) Refusal to Abide by Award. It shall be the duty of the members to report to the President of the Association the refusal of any member to abide by the awards of the Arbitration Committees, or to take an appeal, as

provided for in Rule 202.

(135) When Non-member Interested. In cases where any members have a dispute with a non-member carrier, and the member carrier desires to have it arbitrated, the Arbitration Committee shall act on the claim; provided that the member carrier can and does obtain, over the personal official signature of the proper officer of the non-member carrier, his consent to accept the Arbitration Committee as the arbitrators, and that he will comply with the requirements and rules and abide by and fully comply with the decision of a majority of the committee.

(136) When Non-member Declines to Arbitrate. If the non-member carrier declines to arbitrate, this will not prohibit arbitration on the claim as between the member carriers, and such award as may be made against a non-member carrier shall be assumed by the paying carrier when non-member carrier is alone liable. When liability rests jointly between member carrier or carriers and non-member carrier, the amount assessed against non-member carrier shall be assumed by member carrier if but one member carrier. If more than one, the amount of claim shall be assessed against member carriers held liable on basis of the award.

(a) Non-member Right of Appeal After Agreeing to Arbitrate. Non-member carriers shall have right of appeal from decision of the Arbitration Committee, provided they have agreed to abide by rules of this Association, but they shall not be allowed any initiative arbitration privileges. A member not directly interested cannot submit claim for arbitration on account of a non-member carrier.

APPEAL COMMITTEE

(201) Appeal Committee to Consider on Same Basis. The Appeal Committee shall be required to consider claims which are referred to them on the same basis as that on which originally presented to the Arbitration Committee.

(202) Procedure for Appeal. Should any carrier be dissatisfied with the decision of the Arbitration Committee, an appeal may be taken to the Appeal Committee, provided notification to Secretary, stating date papers first reached the appealing carrier with decision of the Arbitration Committee, with copy or copies to carriers interested, be sent within thirty days after receipt of

papers with award.

A deposit of \$15.00 must accompany notification to the Secretary, and the Secretary's acknowledgment of the \$15.00 shall be filed in the claim papers and shall be proof to all concerned that the claim is duly under appeal. In the event a carrier which has filed with the Secretary a notice of appeal, decides later to withdraw such appeal, it shall send carbon copy of notice of withdrawal to all interested carriers, and any other interested carrier will not then be debarred from appealing the case account of the thirty (30) days' time limit having expired. Such other appeal must be made within thirty (30) days after again receiving papers.

(203) Statements to Appeal Committee. The carrier asking appeal shall have thirty days after such notice to Secretary in which to prepare its argument, over the personal signature of the officer in charge of the claim office. and the papers shall then be referred with argument by the appealing carrier to the carrier nearest to it in the direction of destination. Each interested carrier shall have the papers and the right to make, within thirty days, one argument to the Appeal Committee, which must be done over the personal signature of the officer in charge of claims. No additional investigation shall be made by any carrier and no new facts or evidence shall be presented; provided, however, that any carrier may cite in its argument any previous decisions of the Appeal Committee. When all carriers interested have so argued their case, or refused to do so over the personal signature of the officer in charge of claims, the papers shall be returned by the last carrier, through interested carriers, to the carrier making appeal, fifteen days' time being allowed each carrier within which to so return the

papers to the next interested carrier.

When papers reach the appealing carrier they shall be forwarded within fifteen days to the Secretary, unless such carrier desires to withdraw its appeal and comply with the decision of the Arbitration Committee. When any carrier fails to attach its argument or refusal and forward papers within thirty days, or to return the papers to next interested carrier within fifteen days as provided in this section, or when any carrier loses claim papers submitted to it under this section the procedure and penalty set forth in Rule 130 shall apply. The provisions of Rule 131 and 132 shall also apply to claims submitted for appeal. No direct communication, oral, written, or printed, shall be allowed between any member interested in an arbitration before, during or after such arbitration, and any member of the Arbitration or Appeal Committees in connection with such arbitration, save and except as herein made and provided. Any necessary communication for a proper purpose shall be made through the Secretary, and when he is in doubt as to the propriety thereof, he shall refer the matter to the President and be guided by his decision.

(204) Procedure of Committee. The Secretary, after ascertaining that the foregoing requirements have been complied with (as to which he shall be the judge) shall promptly transmit papers to a member of the Appeal Committee other than the chairman. The member to whom first sent shall attach his award, after which papers shall be passed in convenient order to the other member of the Appeal Committee for like attention; the chair-

man to attach his award last.

It shall be the duty of the chairman to see that a majority award has been given, which shall be final, after which the papers shall be sent to the Secretary, who shall return them to the carrier originally submitting them for arbitration.

(205) Disposition of Appeal Fee. It the Appeal Committee affirm the decision of the Arbitration Committee, the deposit of \$15.00 shall be forfeited and credited to the general fund of the Association. If the Appeal Committee do not affirm the decision of Arbitration Committee, the \$15.00 deposited shall be credited, to the general fund of the Association, and this amount, together with the arbi-

tration fee of \$10.00, shall be charged to the carrier or carriers against which the decision is rendered, provided that if the claim is appealed by other than the paying carrier, that such of the appeal fee as is not charged against the appealing carrier may be charged by the appealing carrier to the paying carrier. Upon receipt of papers with the Appeal Committee's award, the paying carrier may, in conformity with such award and in accordance with Rule No. 42 charge by arbitrary debit, regardless of the amount, such carrier or carriers as have been penalized, and who accept arbitrary debits under the plan outlined in Rule No. 42. The carrier or carriers penalized who do not accept arbitrary debits shall issue authority for their proportion within ten days after receipt of papers. The papers to be sent to the most distant carrier. to be passed in turn to its immediate connection within ten days, and so on until they reach the paying carrier for file.

Papers in all cases to be forwarded between interested carriers by express or registered postal mail. When claim papers are lost after decision has been rendered and diligent search fails to find them, carrier or carriers decided against may be debited with their proportion on basis of Appeal Committee award without duplication of papers further than a copy of the award.

(206) Compensation of Committee. At the end of the year five dollars (\$5.00) for each claim reviewed by them during their official year shall be paid out of the general fund of the Association to each member of the Appeal Committee, provided that five dollars each on such claims as shall have been reviewed by substituted members of the Appeal Committee shall be paid to such substitutes.

(207) Carbon Copies to Secretary. Each member of the Appeal Committee shall send to the Secretary a carbon copy of his letter of transmittal to the next member

of the committee.

(208) Appeal Committee to Complete Work. The work of the Appeal Committee shall be completed by them so far as claims before them are concerned and their unfinished labors shall not be turned over to the new committee for the ensuing year.

(209) Appeal Committee May Interpret Rules. In case there shall be a dispute between parties, members of this Association, as to the proper interpretation, meaning, or effect, of any rule of this Association, any party

interested may submit question or dispute to the Appeal Committee for consideration and determination. Each party, in presenting his contention, shall be governed by the rules and provisions applicable to the submission of claims to the Appeal Committee for decision.

(210) Previous Decisions as Authority. In quoting previous decisions of Arbitration and Appeal Committees, only such decisions and awards as have been made by the Railway Accounting Officers Association shall be

recognized as authority.

Standard Form for Presentation of Overcharge Claims

Name of	person to w	hom claim is presented)	(Add	ress of claimant)		(Claiman	's Number) §
	Nan	e of carrier)		(Date)			
		(Address)				Carrier'	s Number)
This clair	n for \$	is made against the	carrier r	amed above by			
for (vercharge i	nt of claim) in connection with the follo	wing de	scribed shipments:		ame of clai	
		nentf consignor (shipper)					
Shipped	from	(City, town or station)	То)	City to	Wn or static	
Final De	stination		Rout	ed via			
Dill of T	ding iggued	by	Co.	Data of Pill of La	dimo		
Paid Fre	ight Bill (P d Address o	ro.) Number f Consignee (Whom shipped ned en route, state particu	; Oi	iginal Car Numbe	r and I	nitial	
f shipme	ent reconsig	ned en route, state particu	lars				
tarare o	1 0 101011412	(Weight,	rate or classification	n, etc.)		
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been.			Total				<u>\</u>
Authority	for rate	or classification claimed]		1	
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IN A	ADDITION	TO THE INFORMATION ARE SUBMITTED IN	SUPPO	RT OF THIS CL	OLLOW AIM.*	ING DOCU	MENTS
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,	pi	epaid, or when claim is be	ased on	misrouting or valu	ation.	r, when sh	ipment was
(5. Other	nal paid freight ("expense nal invoice, or certified cop ipment has been improperly nal bill of lading, if not repaid, or when claim is ba ht certificate or certified st particulars obtainable in p	proof of	Overcharge claime	ed on v	veight.	
REMA	ARKS:						
The	foregoing st	atement of facts is hereby					
				(Signat	ure of o	elaimant)	•
§Clai	mant should	d assign to each claim a nu	ımber, ir	serting same in th	he space	provided a	t the upper
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and explain under "Remarks" the absence of any of the documents called for in connection with this claim. When for any reason it is impossible for claimant to produce original bill of lading, if required, or paid freight bill, claimant should indemnify carrier or carriers against duplicate claim supported by original documents. †Claims for overcharge on shipments of lumber should also be supported by a statement of the number of feet, dimensions, kind of lumber, and length of time on sticks before being shipped.

Claims based on rates quoted in letters from traffic officials should be supported by the original or copies of such letters.

of such letters.

NORTH AND SOUTH RAILROAD ABSTRACT OF DISTRIBUTION STATEMENTS-OVERCHARGES

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Herewith Railway Acco of claims to d on the 10th p	the followi unting Office late. The a prox. per R	ng Overcha ers Associat mount of th ailway Acco	rge Claim I on Rule 38, is account w unting Office	Distribution showing an vill be incluers Associat	Statements nounts charg ded in a dra tion Rule N	and claim ged your con aft to be dra o. 48.	papers, as npany in th nwn on you	provided in le settlemen r Treasurer
OUR NO.	YOUR NO.	AMOUNT	OUR NO.	YOUR NO.	AMOUNT	OUR NO.	YOUR NO.	AMOUNT
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Cross Ruling for double space typewriter.

AUDITOR

No._

NORTH AND SOUTH RAILROAD STATEMENT OF OVERCHARGE CLAIM AUTHORIZATIONS

					·		19
MR							
Herewith	statement	of authorized	debits again	st your com	pany for Ov	ercharges set	tled (paid or
			_			AU	DITOR
OUR CLAIM	YOUR CLAIM	AUTHORITY NUMBER	AMOUNT	OUR CLAIM NUMBER	YOUR CLAIM NUMBER	AUTHORITY NUMBER	AMOUNT
NUMBER	NUMBER	HOMBER	0	NOMBER	NOMBER	NOMBER	
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Cross Ruling for double space typewriter.

This portion should be used for Voucher memorandum and distribution purposes, according to the individual requirements of the carrier.

When draft authority is detached, this sheet should be retained by carrier

issuing the authority.

The entire sheet should be not less than $8\frac{1}{2}x11$ inches, and the size of the authority should be $8\frac{1}{2}x3\frac{3}{4}$ inches.

It is intended the draft authority shall always be at the bottom of the sheet.

To be printed on yellow paper.

R. A. O. A. Standard Form No. 305

THE NORTH AND SOUTH RAILROAD

ACCOUNTING DEPARTMENT

Authority No	
N. & S. R. R. Co. Claim No	
Claim No	
	_19
NOT NEGOTIABLE	
This document (no other papers required) will be authority for the	he road
paying claim to include	
Dollars (\$) in monthly statement to be sent to	
not later than the 10th of the month. The total of the statement is subject	to d raft
on the Treasurer of this Company ten days later.	
AUDITOR	
If amount authorized is incorrect, return all papers for correction to A	Auditor,
	. /-

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LIST, BY COMPANIES, SHOWING OFFICERS IN DIRECT CHARGE OF HANDLING OVERCHARGE AND AGENCY RELIEF CLAIMS

tles,

title								
inaccuracies in names of companies, names, title	J. B. Call, G. F. A., Green Bay, Wis.	Geo. Greaves, T. C. A., Oncomiau, Onic. A. J. Shelly, F. C. A., Mobile, Ala. W. R. Smith, Gen. Mgr., Edmonton, Alta., Canada. W. J. Pooser. Auditor. Alcolu. S. C.	H. Hoodless, A. T. A., S. S. Marie, Ont., Canada. H. Hoodless, A. T. A., S. S. Marie, Ont., Canada. J. F. Cress, Auditor. Toledo, Ohio.	J. Rowell, Frt. Clm. Agt., Port St. Joe, Fla. I. Cartwright, Aud., Arcade, N. Y. I. Fenchirch, G. F. & P. A. Tucson, Ari	H. B. Holbert, Auditor, Fort Smith, ArkC. E. Bingham, F. C. A., Kansas City, MoW. W. Strickland, Frt. Aud., Topeka, Kans.	P. Edwards, Gen. Mgr., Sanford, N. C. E. Winburn, Aud., Atlanta, Ga. L. Greene, Aud., Atlanta, Ga. Webb F. C. A. Washinchen, D. C.	-Philip J. Kelly, A. F. T., Philadelphia, Pa. -Ed. L. Prince, A. F. R., Wilmington, N. C.	J. F. Schutte, Aud. Frt. Clms., Baltimore, MdF. B. Huntington, Gen. Aud., Chicago, IllW. L. Rothstein, Auditor, Baltimore, Md.
(Note-The Secretary would appreciate advice of any inaccuracies in names of companies, names, title addresses, etc., in these lists.)	30.	Alberta & Great Waterways Ry. Co	Algoma Central & Hudson Bay Ry. CoH. Algoma Eastern Ry. CoH. Ann Arbor Railroad	Railroad Coad CorpCo				Balto. & Ohio Chicago Term. R. R. CoF. Balto., Chesa. & Atlantic Ry. Co

Baltimore Steam Packet Co	D. M. Higgins, Aud., Ft. Bragg, Cal. W. E. Dobson, Gen. Aud., Philadelphia, Pa. Owen Cameron, F. G. Agt., Moncton, N. B., Canada. H. F. Parker, Aud. Frt. O/C., Toronto, Ont., Canada. H. F. Parker, Aud. Frt. O/C., Toronto, Ont., Canada. Jno. S. King, F. C. A., Atlanta, Ga. Jno. S. King, F. C. A., Atlanta, Ga. C. C. Lancaster, Gen. Mgr., High Point, N. C. C. C. Lancaster, Gen. Mgr., Carrollton, Ky. Philip J. Kelly, A. F. T., Philadelphia, Pa. W. B. Smith, Gen. Mgr., Edmonton, Alta., Canada. G. L. Winlock, Aud. O/C Clms., S. Boston, Mass.	F. H. Naylor, Aud. of Traff., Savannah, Ga. Smith, F. C. A. (Ageney Clms.) New York City. F. M. Snyder, A. F. T. (Overcharges) Jersey City, N. J.
Baltimore Steam Packet Co. Bangor & Aroostook Railroad Co. Barre & Chelsea Railroad Co. Bath & Hammondsport R. R. Co. Birmingham & S. E. Ry. Co. Birmingham & S. E. Ry. Co. Birmingham Sou. R. R. Co. Birmingham Sou. R. R. Co. Boston & Albany Railroad Co. Boston & Maine Railroad Co. Boyne City, Gaylord & Alpena R. R. Co. British Col. Elec. Ry. Co. Ltd. British Col. Elec. Ry. Co. Ltd. British Col. Elec. Ry. Co. Ltd. Brownwood North & South Ry. Co. Buffalo, Rochester & Pitts. Ry. Co. Buffalo, Rochester & Pitts. Ry. Co.	California Western Railroad & Nav. Co. Cambria & Indiana Railroad Co. Canadian Government Railways Canadian National Railway Carolina & Northern Railway Carolina & Tennessee So. Ry. Co. Carolina & Yadkin River Ry. Co. Carolino & Worthville R. R. Co. Carrollton & Worthville R. R. Co. Catasauqua & Fogelsville R. R. Co. Central Canada Railway Co. Central New England Ry. Co. Central New Fork. Sou. R. R. Corp.	Central R. R. Co. of N. J

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Central Vermont Railway CoChamplain Transportation CoCharleston & Western Carolina RyCharlotte, Monroe & Columbia R. R	Chatauqua Traction Co	Chesapeake & Ohio Railway CoChesa. & Ohio Ry. Co. of Ind	Chesapeake Steamship Company	Chicago & Alton Railroad Co	Chicago & Drie Adminad Observations Chicago & North Western Ry, Co	Chi, Great West, R. R. Co Chi,, Indianapolis & Louisville Ry. Co	Chi, Kalamazoo & Saginaw Ry. CoChicago, Memphis & Gulf R. R. Co	Chicago, Milwaukee & St. Faul K. K Chi., Peoria & St. Louis Ry. Co	Chicago, R. C. & Pac. Ry. Co. Chicago, R. I. & Pac. Ry. Co. Chi. Terre Haute & S. E. Ry. Co.	Christie & Eastern Ry. Co	Cin., Ind. & West. R. R. Co	Cincinnati Northern Railroad CoClev., Cin., Chi. & St. L. Ry. Co

Coal Belt Electric Ry. Co	Danville & Western Ry. Co	G. C. Ray, G. F. & P. A., Dequeen, ArkJ. A. Wagner, Gen. Mgr., Des Moines, Iowa	Detroit, Toledo & Ironton R. R. Co	B. McCaa, Aud. Frt. Accts., Portsmouth, Va. Henry Schmittgens, Jr., Frt. Clm. Agt., St. Louis, Mo. J. E. Vance, Treasurer, Johnson City, Tenn. W. R. Smith, Gen. Mgr., Edmonton, Alta., Canada. H. M. DeGette, Frt. Claim Agt., Chicago, III. Clark, Gen. F. & P. Agt., Cidad Juarez, Chih. M. Moran, Aud. Frt. Acc., New York City.
Coal Belt Electric Ry. Co	Danville & Western Ry. Co Dayton & Union Railroad Dayton-Goose Creek Ry. Co DeKalb & Western Railway Co Delaware & Hudson Company Dela, Lack. & West. R. R Denison & Pacific Suburban Ry Denver & Rio Grande Railroad Denver & Salt Lake Railroad Co.	Dequeen & Eastern R. R. Co. Des Moines Union Ry. Co. Detroit & Cleveland Nav. Co. Detroit & Mackinac Railway Co. Detroit & Toledo Shore Line R. R. Co. Detroit A Terminal Railroad Co.	Detroit, Toledo & Ironton R. R. Co. Direct Navigation Company. Duluth, Missabe & Nor. Ry. Co. Duluth, So. Shore & Atlantic R. R. Duluth, Winnipeg & Pac. Ry. Durham & Southern Ry. Co.	East & West Coast Railroad East St. Louis Connecting Ry. East Tenn. & Western Nor. Car. Ry. Co. Edmonton, Dunvegan & Br. Col. Ry. Co. Elgin, Joliet & Eastern Railway Co. El Paso Sou. Ry. Co. Erie Railroad Company.

Escanaba & Lake Superior R. R. Co	Gainesville Midland Railway ————————————————————————————————————
Escanaba & Lake Superior R. R. Co. Evansville & Indianapolis R. R. Co. Farmers Grain & Shipping Co. Flint River & Northeastern R. R. Co. Florida Central & Gulf Railroad *Florida East Coast Ry. Co. Ft. Dodge, Des Moines & So. R. R. Co. Ft. Smith & Western Railroad Ft. Worth & Denver City Ry. Co.	Gainesville Midland Railway Gall, Harrisburg & San Ant. Ry. Co. Garvyille Northern Railroad Co. Georgia & Florida & Alabama Ry. Co. Georgia & Florida & Alabama Ry. Co. Georgia Northern Railway Co. Georgia Railroad Georgia Railroad Georgia Routhern Richard Ry. Co. Georgia Southern & Florida Ry. Co. Getrysburg & Harrisburg Ry. Co. Getrysburg & Harrisburg Ry. Co. Getrysburg & Railway Co. Grand Trunk Canadian Lines Grand Trunk Ry. System, New Eng. Lines Grand Trunk Ry. System, New Eng. Lines Grand Trunk Western Lines Great Lakes Transit Corporation

*Will not accept arbitrary debits on shipments moving to or from Cuban points.

F. G. Sprain, Aud. O/C Clms., St. Paul, MinnJ. B. Call, G. F. A., Green Bay, WisH. D. Chamberlain, Auditor, Albany, N. YJ. E. Gordon, Compt., Gulfport, MissD. W. McLeod, Auditor, Galveston, TexF. M. Hicks, Comptroller, Mobile, Ala.	as. C. Waters, G. F. & P. A., Frederick, Md. F. Parker, Aud. F. O/C, Toronto, Ont., Canada. J. Hooper, Gen. Claim Agent, Washington, D. C. o. Greaves, F. C. A., Cincinnati, Ohio. c. S. King, Fr. C. M. Agt., Atlanta, Ga. o. S. King, Fr. C. A., Atlanta, Ga. e. S. King, F. C. A., Hillsboro, Wis. E. McDuffle, A. F. C. A., Hillsboro, Wis. G. Webb, F. C. A. (O/C Clms.), Houston, Tex. G. Webb, F. C. A. (O/C Clms.), Houston, Tex. G. Webb, F. C. A. (O/C Clms.), Houston, Tex. G. Webb, F. C. A. (O/C Clms.), Houston, Tex. G. Webb, F. C. A. (O/C Clms.), Houston, Tex. G. Webb, F. C. A. (O/C Clms.), Houston, Tex. G. Webb, F. C. A. (O/C Clms.), Houston, Tex. G. Webb, F. C. A. (O/C Clms.), Houston, Tex. G. Webb, F. C. A. (O/C Clms.), Houston, Tex. G. Webb, F. C. A. (New York City.	J. F. Shepherd, Aud. Frt. Rects., Chicago, III.
Great Northern Railway Co	Co. Co. Co. Co. Co. Co. Co.	Illinois Central Railroad Co

W. H. Pickard, Traff. Mgr., Jamestown, N. Y.	Kalamazoo, Lake Shore & Chi. Ry. Co	Lackawanna & Montrose Railroad Lake Erie & Northern Ry. Co. Lake Erie & Northern Ry. Co. Lake Erie & Northern Ry. Co. Lake Erie & Western Railroad Co. Lake Erie & Western Railroad Co. W. W. Cumbervarth, Aud. Frt. Accts., Indianapolis, Ind. Lake Superior & Ishpeming Ry. Lake Superior & Ishpeming Ry. Lakeside & Marbhehaad Railroad Co. Lehigh & Hudson River Ry. Co. Lehigh & Hudson River Ry. Co. Lehigh & Walley Railroad Co. Lehigh & Madison Ry. Lichigle & Madison Ry. Long Fork Railroad Long Fork Railroad Company Lorain & West Virginia Ry. Co. Lorain & Arkansas Railroad Company Louisiana & Arkansas Railroad Co. Louisiana & Salk Lake R. R. Co. Louisiana Western Railroad Co. F. P. Boisseau, A. F. C. A., New Orleans, La. Louisiana Western Railroad Co. F. P. Boisseau, A. F. O/C Clms., Cincinnati, Ohio.
Jamestown, Westfield & N. W. R. R. Co	Kalamazoo, Lake Shore & Chi. Ry. Co	Lackawanna & Montrose Railroad Lake Erie & Northern Ry. Co. Lake Erie & Western Railroad Co. Lake George Steamboat Co. Lakeside & Marblehead Railroad Co. Lehgh & Hudson River Ry. Co. Lehigh & Hudson River Ry. Co. Lehigh & New England Railroad Co. Linville River Railway Co. Linville River Railway Co. Litchfield & Madison Ry. Co. Litchfield & Sanley Ry. Long Fork Railroad Long Fork Railroad Long Island Railroad Company Loram & West Virginia Ry. Co. Lousiana & Arkansas Railroad Lousiana & Arkansas Railroad Lousiana & Arkansas Railroad Lousiana & Barianay Co. Lousiana & Barianay Co. Lousiana & Jeff. Bridge & R. R. Co.

Louisville & Nashville R. R. Co	Macon, Dublin & Savannah R. R. Co
Louisville & Nashville R. R. CoLouisville & North West RailroadLouisville & Wadley R. R. CoLouisville, Henderson & St. L. Ry. Co	Macon, Dublin & Savannah R. R. Co. Maine Central Railroad Co. Manufacturers' Junction Ry. Co. Maryland, & Pennsylvania R. R. Co. Maryland, Dela. & Va. Ry. Co. Maryland, Dela. & Va. Ry. Co. Mascot & Western Railroad McCloud River Railroad Co. Michigan Central Railroad Co. Midland Terminal Railroad Co. Midland Terminal Railroad Co. Midland Valley Railroad Co. Millers Creek Railroad Minneapolis & St. Louis R. R. Co. Minneapolis & St. Louis R. R. Co. Minn. Red Lake & Manitoba Ry. Co. Minn. St. P. & S. S. M. Ry. Co. Minnsota Transfer Ry. Co. Minsissippi Central Railroad Co. Mississippi Eastern Ry. Co. Mississippi Eastern Ry. Co. Mississippi Eastern Ry. Co. Mississippi Eastern Ry. Co. Mississippi Kiver & Bonne Terre Ry. Co. Mississippi Kansas & Texas Ry. Missouri, Kan & Tex. Ry. of Texas Missouri, Okla. & Gulf Ry. Co. of Issouri, Ran. & Gulf Ry. Co. of Tex Missouri Pacific Railroad Co. Mobile & Ohio Railroad Co.

Monongahela Railway Co	Roy W. Smith, Aud. of Rects., Nashville, Tenn. T. S. Walton, F. C. A., St. Louis, Mo. T. S. Walton, F. C. A., St. Louis, Mo. T. S. Walton, F. C. A., St. Louis, Mo. T. Winlock, Aud. O/C Clms., S. Boston, Mass. T. Winlock, Aud. O/C Clms., S. Boston, Mass. T. Woran, Aud. Frt. Acc., New York City. T. C. Weppler, Aud., South Bend, Ind.	G. Greaves, F. C. A., Cincinnati, Ohio. W. T. McCulloch, Aud. Rev., New York City. J. Kearney, F. C. A., Cleveland, Ohio. T. C. Morrison, Auditor, Brooklyn, N. Y. G. L. Winlock, Aud. O/C Clms., S. Boston, Mass.	New York, Susquenanna & West, R. C. C. C. Nagle, Aud., P.C. Actors, New York, Nestchester & Boston Ry. Co. C. C. Nagle, Aud., New York City. Niagara, St. Cath. & Toronto Ry. Co. Walter Macdowell, Aud. Rec., Roanoke, Va. Norfolk & Western R. R. Co. Philip J. Kelly, A. F. T. Philadelphia, Pa. North Louisiana & Gulf Railroad C. J. A. McCoy, A. G. F. & P. A. Hodge, La. Northern Alabama Ry. Co. C. J. M. Webb, F. C. A., Washington, D. C. Northern Pacific Railroad Co. W. P. V. Onslow, Aud. Ftt. O/C Clms., St. Paul, Minn. Northwestern Pacific Railroad Co. Car. C. W. B. Burris, Comptroller, San Francisco, Cal. Northwestern R. R. Co. of So. Car. C. Ed. L. Prince, A. F. R., Wilmington, N. C.
Monongahela Railway Co	Napierville Junction Ry. Co	New Mexico Central Ry. Co	New York, Susquenanna & West, R. K. Co New York, Westchester & Boston Ry. Co Niagara, St. Cath. & Toronto Ry Norfolk & Western R. R. Co North East Pennsylvania R. R. Co Northern Alabama Ry. Co Northern Pacific Ry. Co Northwestern Pacific Ry. Co Northwestern R. R. Co. of So. Car

W. F. Lattimer, O/C Clms., Norfolk, N. Y.	Ocean Steamship Co. of Savannah Ocilla Southern Railroad Co	Pacific Coast R. R. Co.———————————————————————————————————	A. P. Hickox, F. C. Agt. (Overcharges), St. Louis, Mo. W. B. Kraft, Aud. of Rev. (Ag'cy. Relf. Cls.), Phila., Pa. E. F. Stock, G. & P. A., Peoria, III. H. F. Farrell, Aud. O/C Clms., Detroit, Mich. Philip J. Kelly, A. F. T., Philadelphia, Pa. Philip J. Kelly, A. F. T., Philadelphia, Pa. W. T. Gill, F. C. A., Charlotte, N. C. Co. E. J. Bloodgood, A. F. O/C., Chicago, III. O. Philip J. Kelly, A. F. T., Philadelphia, Pa. Philip J. Kelly, A. F. T., Philadelphia, Pa.
Norwood & St. Lawrence R. R. Co	Ocean Steamship Co. of Savannah	Pacific Coast R. R. Co.———————————————————————————————————	Peoria & Pekin Union Ry. Co. *Per Marquette Railway Co. Perkiomen Railroad Company. Pickering Valley Railroad Co. Piedmont & Northern Railway Co. Pierre & Ft. Pierre Bridge Ry. Co. Pierre, Rapid City & N. W. Ry. Co. Phila. & Chester Valley R. R. Co. Philadelphia & Reading Ry. Co.

^{*}Will not accept arbitrary debits.

Philip J. Kelly, A. F. T., Phila., Pa. Philip J. Kelly, A. F. T., Philadelphia, Pa. Geo. Egan, Auditor, Seattle, Wash. C. E. Bingham, F. C. A., Kansas City, Mo. W. H. Collins, F. C. A., Portland, Me. E. C. Morris, Gen. Auditor, Chicago, III.	G. E. Bramon, Auditor, Albany, N. Y.	B. B. McCaa, Aud. Frt. Accts., Portsmouth, Va. Philip J. Kelly, A. F. T., Philadelphia, Pa. W. C. Carrick, Gen. Aud., Richmond, Va. T. D. Moberg, Aud., Rock Island, Ill. J. L. Hawley, Gen. Mgr., Rockingham, N. C. Philip J. Kelly, A. F. T., Philadelphia, Pa. Philip J. Eaton, Frt. Clm. Agt., Rutland, Vt.	B. F. Steed, Frt. Clm. Agt., Sacramento, Cal. Geo. A. Nees, Aud., Bonne Terre, Mo. N. H. Ricker, Aud. Frt. Rects., Boston, Mass. L. R. Wood, Auditor, St. Joseph, Mo. H. M. Modisett, Traf. Mgr., Hannibal, Mo. Philip Marsh, Aud., St. Louis, Mo. J. R. Pressgrove, Frt. Clm. Agt., Ft. Smith, Ark. J. N. Goldsmith, Gen. Aud., Kennett, Mo. Henry Schmittgens, Jr., Frt. Clm. Agt., St. Louis, Mo. E. B. Findlow, Aud. Ft. Worth, Tex. J. W. Wise, F. C. A., St. Louis, Mo. R. C. Hancock, Ft. Clm. Agt., Tyler, Texas. R. C. Hancock, Ft. Clm. Agt., Tyler, Utah. A. J. Anderson, Aud., Salt Lake City, Utah. R. L. Gohmert, F. C. Agt. (Ovchgs.), San Antonio, Tex. H. P. McMillan, Aud. (Ag'cy Relf. Cls.) San Antonio, Tex. J. W. Terry, Aud., San Antonio, Tex.
Philadelphia, Newtown & New York R. R. CoPort Reading Railroad CoPort Townsend & Puget Sound Ry. CoPoteau Valley Railroad CoPortland Terminal Company.	Quebec, Montreal & So. Ry. CoQuincy, Omaha & Kansas City R. R. Co	Raleigh & Charleston Railroad————————————————————————————————————	Sacramento Northern Railroad————————————————————————————————————

Geo. H. Winsor, Aud., San Benito, Texas. D. W. Pontius, Gen. Mgr., San Diego, Calif. C. P. Staal, Auditor, Los Angeles, Calif. R. B. Ramsey, Supt. & Aud., San Acacio, Colo. J. S. Babbitt, O/C Clms., Tulsa, Okla. W. W. Tirrell, Gen. Aud., Portland, Me. J. F. Schutte, F. C. A., Baltimore, Md. J. T. Livsey, F. C. A., Savannah, Ga. J. T. Jackson, Aud., Statesboro, Gla. M. J. Jackson, Aud., Statesboro, Gla.	Sierra Railway Co. of Cal. So. Pac. Co. Lines in Louisiana. So. Pac. Co. Lines in Interest in Louisiana. So. Pac. Co. Lines in Texas. Southern Pacific Co., Pacific System. Southern Pacific Co., Pacific System. Southern Pacific Co., Pacific System. Southern Railway Co. in Mississippi. Staten Island Rapid Transit Ry. Co. Staten Island Rapid Transit Ry. Co. Staten Island Rapid Transit Ry. Co. Staten Island Railway Co. Staten Isla	Jno. S. King, Frt. Clm. Agt., Atlanta, GaPhilip J. Kelly, A. F. T., Philadelphia, PaB. B. McCaa, Aud. Frt. Accts., Portsmouth, VaB. B. McCaa, Aud. Frt. Accts., Portsmouth, Va
San Benito & Rio Grande Valley Ry. Cosan Diego & Arizona Ry. Cosan Joaquin & Eastern R. R. Cosan Luis So. Ry. Cosand Springs Railway Cosand Springs Railway Cosandy Valley & Elkhorn Rysavannah & Atlanta Railwaysavannah & Statesboro Ry. Cosavannah & Statesboro Ry. Cosavannah	Sierra Railway Co. of Cal. So. Pac. Co. Atlantic Stmshp. Lines. So. Pac. Co. Lines in Louisiana. So. Pac. Co. Lines in Texas. Southern Pacific Co., Pacific System. Southern Railway Company. Southern Railway Co. in Mississippi. Spokane International Ry. Co Staten Island Rapid Transit Ry. Co Stury Greek Railroad Co Sullyan County Railroad. Sullyan County Railroad. Sullyan County Railroad. Sullyania Central Railway Co	Tallulah Falls Railway Co

F. A. Moses, Frt. Clm. Agt., Nashville, Tenn. Henry Schmittgens, Jr., Frt. Clm. Agt., St. Louis, Mo. R. H. Tipton, Auditor, Texarkana, Texas. G. E. McDuffle, A. F. A. (Agency Clms.), Houston, Tex. C. G. Webb. F. C. A. (O/C Clms.). Houston, Tex.	D. W. Beddo, Aud. Frt. Rects., Dallas, Tex. Geo. M. Dent, AudTreas., Texas City, Texas. C. M. Fish, Traff. Mgr., Laredo, Texas. C. C. Ray, G. F. & P. A., DeQueen, Ark. D. W. Pontius, Gen. Mgr., San Diego, Calif. L. C. Warren, Gen. Mgr., Williamsport, Pa.	C. F. Phillips, F. C. A., Sylvania, Ohio. R. S. Hay, Aud. for Rec., Peoria, III. H. B. Belt, Frt. Clm. Agt., Toledo, Ohio. R. S. Titlow, Auditor, Goldfield, Nevada. H. Escherich, Aud. & Cash., Los Angeles, Calif. J. M. Bedson, Frt. Clm. Agt., Detroit. Mich.	Geo. A. Leber, Aud., New Orleans, La. Ed. Arnold, F. C. A. (Overcharges) Houston, Texas. C. W. Crow, Aud. for Rec. (Ag'cy. Cls.), Houston, Tex. Walter Macdowell, Aud. Rec., Roanoke, Va.	J. R. Thompson, Gen. Aud., Kingston, N. Y. H. B. Ochiltree, Aud. Frt. Accts., Omaha, Neb. G. E. Campbell, Auditor, Pittsburgh, Pa. C. T. Pennebaker, Auditor, Memphis, Tenn. W. M. Casey, Traff, Mgr., Coffeyyille, Kans. Walter Shroyer, Aud., Anderson, Ind. H. P. Hughes, Auditor, Clarkdale, Ariz. G. S. Anderson, Auditor, Salt Lake City, Utah.	C. D. Lane, Aud. & Traff. Mgr., Valdosta, Ga. H. P. Hughes, Auditor, Clarkdale, Ariz. N. H. Ricker, Aud. Frt. Rects., Boston, Mass.
Terminal R. R. Asso. of St. LouisTexarkana & Ft. Smith Ry. CoTexas & New Orleans Railroad Co	ny R. B. Co.	Toledo & Western R. R	Trans-Mississippi Term. R. R. Co. Trinity & Brazos Valley Ry. Co. Tug River & Kentucky R. R. Co.	Ulster & Delaware R. R. Co. Union Pacific Railroad Co. Union Railway Company. Union Traction Company. Union Traction Company. Union Traction Co. of Indiana. United Verde & Pacific Ry. Co.	Valdosta, Moultrie & West. Ry. CoVerde Tunnel & Smelter Railroad Co

Virginia Navigation Company— Virginia Raliway Co.— Visalia Belectric Ralivoad Co.— Wabash, Chester & West. R. R. R. C. G. G. Randall, Auditor, Chester, Ill. Wabash, Chester & West. R. R. R. S. J. Parks, A. F. A., Et. Jos. Angeles, Cal. Wabash Raliway Co.— Wabash Raliway Company— Waren & Ouachita Valley Ry. Co.— Washington & Vandemere Ralivoad Western Maryland Ry. Co.— J. B. Call, G. F. A., Green Bay, Wis. Western Railway of Alabama Western Railway of Alabama White Sulphur Sprgs. & Yellowstone Pk. Ry. Co.— J. E. Winburn, Aud., San Francisco, Calif. Wichita Valley Ralivay Co.— Wightia Valley Ralivay Co.— Wightia Valley Ralivay Co.— Wightia valley Ralivay Co.— Williams on & Pond Greek R. R. Co.— Winterster & Western R. R. Co.— Winterster & Western Ralivad Co. Winterster & Wastern Ralivad Co. Winterster & Wastern Ralivad Co. Winterster & Wastern Ralivad Co. Winterster & Winderster & Washington, Wis. Windington, A. F. T. Philadelphia, Pa. Windington, A. H. C. P. C.	Jno. S. King, Frt. Clm. Agt., Atlanta, Ga. Frt. Shepherd, Aud. Frt. Rects., Chicago, Ill. Ricker, Aud. Frt. Rects., Boston, Mass.
Virginia Navigation Company Virginian Railway Co. Visalia Electric Railroad Co. Wabash, Chester & West, R. R. Wabash, Chester & West, R. R. Wabash Railway Company Wadey Southern Ry. Co. Washington & Vandemere Railroad Wastern Ry. Co. Watertown & Sioux Falls Ry. Co. Watertown & Sioux Falls Ry. Co. Wastern Pacific Railroad Co. Western Railway of Alabama Wheeling & Lake Eric Ry. Co. White Sulphur Sprgs. & Yellowstone Pk. Ry. Co. White Sulphur Sprgs. & Yellowstone Pk. Ry. Wichita Valley Railway Co. Wiggins Ferry Company Williams Valley Railroad Co. Williams Valley Railroad Co. Winchester & Western R. R. Co. Winston-Salem Southbound Railway Wischrishtsville & Tennille R. R. Co. Wrightsville & Tennille R. R. Co. Wrightsville & Tennille R. R. Co. Wrightsville & Tennille R. R. Co.	Yadkin Railroad Company

LIST OF OFFICERS IN DIRECT CHARGE OF HANDLING OVERCHARGE AND AGENCY RELIEF CLAIMS.

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names	al. Utah. xas.	. t, La. o. o. Till.
, titles,	go, III. s, Cal. ngeles, C ke City, tah. on, Ind.	ork City. City. orf. Las. hreveponver, Collas Tex. N., Toled, Mont, Mo.
names	Angeles Angele	Tulsa, C., New Y w York (Dayton Bayton Shrevep R. Co. Sand, Den Ry., Da Ry., Da Ry., Da Ry., Co., Springs, T. C., Springs, Co.,
acies in	lroad Cc Co., Los Co., Los Co., Los road Co., R. Co., alt Lake R. R. C	ship Co., Ship Co., Nev. Ry. Co., Nev. Ry. Co., Say. Co., ern R. H. lee Railre iburban way, Da Vestern uis Ry. In R. R., y. Co., K.
inaccur	Chicago & Alton Railroad Co., Chicago, Ill. Pacific Electric Ry. Co., Los Angeles, Cal. Feninsular Railway Co., Los Angeles, Cal. Visalia Electric Railroad Co., Los Angeles, Cal. Salt Lake & Utah R. R. Co., Salt Lake City, Utah. Utah Railway Co., Salt Lake City, Utah. Indiana Harbor Belt R. R. Co., Gibson, Ind.	Sand Springs Railway Co., Tulsa, Okla. Old Dominion Steamship Co., New York City. Virginia Navigation Co., New York City. Dayton-Goose Creek Ry. Co., Dayton, Texas. Christie & Eastern Ry. Co., Shreveport, La. Kinder & Northwestern R. R. Co., Shreveport, La. Denison & Pacific Suburban Ry., Dallas Tex. Texas & Pacific Railway, Dallas, Tex. Toledo, St. Louis & Western R. R. Co., Toledo, Ohio. Chi, Peoria & St. Louis Ry. Co., Springfield, Ill. Gilmore & Pittsburgh R. R., Armstead, Mont. Arkansas Western Ry. Co., Kansas City, Mo. Kansas City Sou. Ry. Co., Kansas City, Mo.
of any	ago & A fic Elect nsular Flia Elect Lake & n Railwa ana Har	Dominio Dominio Dominio Navigina Navigi
advice	Chic Peni Visa Visa Salt Utak	Sand Virg Virg Virg Virg Virg Virg Virg Chri Kind Chri Kind Chri Chri Chri Texa Texa Chi Chi Mana
(Note.—The Secretary would appreciate advice of any inaccuracies in names, titles, names of com-	nese 11sts.)	rs
he Secretary y	Ahern, C. A., A. F. A	Babbitt, J. S., O/C Clms. Baker, W. J., Compt. Balderach, J. J., Sec. Barrow, W. H., Auditor Barton, D. A., A. F. R. Beddo, D. W., Aud. Frt. Rects. Belt, H. B., Frt. Clm. Agt. Berger, H. W., Auditor Brighler, W. N., Supt. & Aud. Bichler, W. N., Supt. & Aud. Bingham, C. E., F. C. A.
(Nore,—T	Ahern, C. A., A. F. A	Babbitt, J. S., O/C ClmsBaker, W. J., ComptBalderach, J. J., SecBarton, D. A., A. F. RBeddo, D. W., Aud. Frt. J. Belt, H. B., Frt. Clm. Agt Berger, H. W., AuditorBingham, C. E., F. C. A

——Clyde Steamship Company, New York City. Mallory Steamship Company, New York City. ——Chicago & N. W. Ry. Co., Chicago, III. Pierre & Ft. P. Bridge Ry. Co., Chicago, III. Woming & N. W. Ry. Co., Chicago, III.	Tenn, Ala. & Ga. R. E. Co., Chattanooga, Tenn. Cincinnati Northern R. R. Co., Cincinnati, Ohio. Clev., Cin., Chi. & St. L. Ry. Co., Cincinnati, Ohio. Evansville & Indianapolis R. R. Co., Cincinnati, Ohio. Kankakee & Seneca R. R. Co., Cincinnati, Ohio. Louisville & Jeff. Bridge & R. R. Co., Cincinnati, Ohio.	Mt. Gilead Short Line K. K., Cincennati, Unio. Oncida & Western R. R. Co., Oncida, Tenn. Sou. Pac. Co., Atlantic Steamship Lines, New York City. Indianapolis Union Ry. Co., Indianapolis, Ind. Chicago, Burlington & Quincy R. R. Co., Chicago, Ill. Quincy, Omaha & Kansas City R. R. Co., Chicago, Ill. Galveston Wharf Co., Galveston, Tex. Morgantown & Kingwood R. R., Morgantown, W. Va. Northwestern Pacific Railroad Co., San Francisco, Gal. Sierra Ry. Co. of Cal., Jamestown, Cal.	Ahnapee & Western Ry. Co., Green Bay, Wis. Green Bay & West. R. R. Co., Green Bay, Wis. Kewaunee, Green Bay & West. R. R. Co., Green Bay, Wis. Waupaca-Green Bay Ry., Green Bay, Wis. Canadian Government Railways, Moncton, N. B., Canada. Hronton Railroad Co., Hokendauqua, Pa. Litchfield & Madison Ry. Co., Edwardsville, Ill. Cluisville & North West R. R., Homer, La. Cuison Railroad Co., Pittsburgh, Pa. Litchmountain Railway Co., Boise, Idaho. Litchmond, Fred. & Potomac R. R. Co., Richmond, Va.
Bird, Robt. T., ComptBloodgood, E. J., Aud. F/O Clms	Bohr, H. F., Traff. MgrBoisseau, F. P., A. F. O/C Clms	Bond, W. E., Auditor	Call, J. B., G. F. A

Carvoll, F. S., Auditor Casey, W. M., Traff. Mgr. Chamberlain, H. D., Auditor Chambers, W. E., Frt. Claim Agt. Cheek, B. B., Traff. Mgr. Clark, F. J., G. F. & P. A. Cobb, E. R., Aud. Collins, C. F., Aud. Conrad, E. B., Aud. Frt. Accts. Cooke, R. W., Frt. Claim Agt. (Overcharges) Cooke, R. W., Frt. Claim Agt. (Overcharges) Cooke, W. W., Frt. Claim Agt. (Overcharges) Cooffer, U. G., Frt. Claim Agt. (Overcharges) Coxf. J. Fr., Auditor	Louisiana & Arkansas Railway, Co., Texarkana, ArkArcade & Attica R. R. Corp., Arcade, N. YUnion Traction Company, Coffeyville, KansChamplain Transportation Co., Albany, N. Y. Greenwich & Johnsonville Ry. Co., Albany, N. Y. Lake George Steamboat Co., Albany, N. YGainesville Junction Ry. Co., Albany, N. YGainesville Henderson & St. L. Ry. Co., Louisville, KyGainesville Midland Ry., Gainesville, G. Chin. El Paso Sou Ry. Co., Ciudad Juarez, Chin. El Paso Sou Ry. Co., Ciudad Juarez, ChinKosciusko & South Eastern R. R. Co., Zama, Miss. Washington & Choctaw Railway Co., Zama, MissParis & Mt. Pleasant R. R. Co., Paris, TexMaine Central R. R. Co., Paris, TexParis & Mt. Pleasant R. R. Co., Paris, TexParis & System, N. W. Region, Chicago, IllPennsylvania System, Central Region, Chicago, IllPennsylvania System, Central Region, Chicago, IllPennsylvania System, Central Region, Chicago, Oklahoma, New Mescio & Pacific Ry. Co., Ardmore, Oklahoma, New Mescio & Pacific Ry. Co., Co., Co., Co., Co., Co., Co., Co.
Cromwell, H. A., Auditor. Grow, C. W., Aud. for Rec. (Agency Claims) Cumbee, Hubert, Auditor	Cromwell, H. A., Auditor

	<u>.</u>	Texas.	
Cambria & Indiana R. R. Co., Philadelphia, Pa. Minnesota & International Ry. Co., Brainerd, Minn. Detroit, Toledo & Ironton R. R. Co., Detroit, Mich.	Rutland Railroad Co., Rutland, VtBirmingham, Col. & St. Andrews R. R. Co., Chipley, FlaBuffalo, Rochester & Pitts. Ry. Co., Rochester, N. YAtlanta & Western Railroad, Sanford, N. CToronto, Hamilton & Buff. Ry. Co., Detroit, MichPort Townsend & Puget Sd. Ry. Co., Seattle, WashMacon, Dublin & Savannah R. R. Co., Macon, GaMonongahela Railway Co., Brownsville, PaBullfrog Goldfield R. R. Co., Los Angeles, CalifTonopah & Tidewater R. R. Co., Los Angeles, CalifWestern Pacific Railroad Co., San Francisco, Calif.	Farrell, H. F., A. O/C Clms. Fenchurch, E. J., Gen. Frt. & Pass. Agt. Findlow, E. B., Aud. Findlow, E. B., Aud. Friddlow, E. B., Aud. Friddlow, E. B., Aud. Fright, C. M., Traff. Mgr. Fish, C. M., Frt. Clm. Agt. Goldsmith, R. M., Gen. Auditor Goldsmith, J. M., Gen. Auditor Goldsmith, J. E., Comptroller Gulfsort, Miss. Gulfsort, Miss.	
Dobson, W. E., Gen. AudDownie, M. W., AuditorDudley, E. B., Gen. Aud	Eaton, F. J., Frt. Clm. Agt Edge, A. E., Auditor. Edick, A. V., F. C. A Edwards, H. P., Gen. Mgr Edson, Jo., M. Att. Clm. Agt Eney, Jr., W. S., Div. F. C. A Elder, E. K., Auditor Escherich, H., Aud. & Cash Evans, J. F., Gen. Aud	Farrell, H. F., A. O/C Clms. Fenchurch, E. J., Gen. Frt. & Pass. Agt. Findlow, E. B., Aud. Fish. C. M., Traff. Mgr. Fisher, O. E., Comptroller Fist, E. M., Auditor Fitch, Wm. C., Frt. Clm. Agt. Fleming, F. I., Aud. Frt. Accts. Franklin, R. L., Frt. Clm. Agt. (Overcharges). Gill, W. T., F. C. A. Gohmert, R. L., Frt. Clm. Agt. (Overcharges). Goldsmith, J. N., Gen. Auditor Gordon, J. E., Comptroller	

Cin., Burnside & Cum. Riv. Ry. Co., Cincinnati, Ohio. Cin., Burnside & Cum. Riv. Ry. Co., Cincinnati, Ohio. Cin., N. O. & Tex. Pac. Ry. Co., Cincinnati, Ohio. Harriman & N. E. R. R. Co., Cincinnati, Ohio. New Orleans & N. E. R. R. Co., Cincinnati, Ohio. Insissispip Central Railroad Co., Hattiesburg, Miss.—Atlanta, Birm. & Atlantic Ry. Co., Atlanta, Ga.	Hammer, C. A., F. C. A.——Hillsboro & North Eastern Ry. Co., Hillsboro, Wis. Hancock, R. C., Frt. Clm. Agt.——St. Louis Southwestern R. R. Go, Texas, Tyler, Tex. Harper, C. H., A. F. & P. A.——Los Angeles & Salt Lake R. R. Co., Los Angeles, Calif. Harrison, W. A., Aud. Rev.——Grand Trunk Canadian Lines, Montreal, Que., Canada. Hartwell, E. S., Aud.——The Midland Terminal Ry. Co., Colorado Springs, Colo. Hay, R. S., Aud. for Rec.——The Midland Terminal Ry. Co., Peoria, III. Hayes, J. M., Auditor————————————————————————————————————
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